

Perez v. Maid Brigade, Inc., et al.
United States District Court
Northern District of California
Case No. C 07-3473 SI

CLAIM FORM

Name:

Address:

If you wish to file a claim, you must mail the **original** of this Claim Form, post-marked no later than **[insert date]** and signed under penalty of perjury, including the information requested below to:

Qualified Settlement Administrator
Perez v. Maid Brigade, Inc., et al.
Harris & Ruble
5455 Wilshire Boulevard, Suite 1800
Los Angeles, California 90036

For your convenience, an envelope addressed to the Qualified Settlement Administrator is provided. Do not place your Claim Form in another employee's envelope. You may send the Claim Form to the Claims Administrator via first-class United States mail. *However, if the Qualified Settlement Administrator determines that your Claim Form was not received or was post-marked after the deadline, the sole acceptable proof that you submitted the Claim Form to the Qualified Settlement Administrator within the time period shall be an original receipt from the United States Postal Service evidencing the mailing of such Claim Form by certified mail. As a result, you should strongly consider sending this Claim Form to the Claims Administrator by certified mail, and take care to retain the receipt.*

Required Information:

1. Were you employed by BMJ LLC in California from [insert date] to [insert date]?

Check only one:

Yes.

No.

2. If your answer to 1., above, is "No," what were the dates of your employment with BMJ LLC? _____

3. What is your Social Security Number? _____. (If you do not include your social security number, your claim is subject to denial.)

4. Do you wish to participate in the monetary recovery pursuant to the Stipulation of Settlement in *Perez v. Maid Brigade, Inc., et al.*, Case No. C 07-3473 SI?

Yes.

No.

5. My portion of the recovery shall be mailed to me at the following address:

Releases:

A. I hereby fully release all Released Claims (including Unknown Claims) against Released Persons.

"Released Claims" means any and all causes of action, claims, damages, equitable, legal and administrative relief, interest, demands or rights, whether based on federal, state or local statute, common law, ordinance, or regulation, or any other source (including "Unknown Claims"), known or unknown, previously asserted or not, whether or not concealed or hidden, that have been, could have been, may be or could be alleged in the Litigation by a Class Member, relating to claims for violation of the Fair Labor Standards Act, California Labor Code, including but not limited to, Sections 201–203, 218.5, 226, 226.7, 510, 1194 and 2698 *et seq.* (and related Wage Orders), Business and Professions Code Section 17200 *et seq.*, and claims for recovery of statutory penalties and/or attorneys' fees under California Labor Code, Sections 203, 218.5, 226, 226.7, 1194, and 2698 *et seq.*, any Wage Order of the Industrial Welfare Commission, and California Code of Civil Procedure, Section 1021.5, that arise from acts or omissions of the Released Persons occurring from the beginning of time up to the Effective Date.

“Released Persons” means Defendant and each and all of the Related Persons.

“Unknown Claims” means any and all causes of action and claims relating to those alleged in the Complaint that have been, could have been, may be or could be alleged by a Class Member in the Litigation which any Plaintiff or Class Member, including his or her assigns, predecessors, and successors, does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons which, if known by him, her, or it, might have affected his, her, or its settlement with and release of any or all of the Released Persons, or might have affected his, her, or its decision not to object to or request to be excluded from the Stipulation of Settlement.

“Defendant” means BMJ LLC and MAID BRIGADE, INC.

“Related Persons” means Defendant and each and all of its past or present parents, subsidiaries and affiliates, and their respective past or present predecessors, successors, assigns, members, representatives, officers, directors, shareholders, attorneys, insurers, agents and employees.

B. Furthermore, I shall be permanently enjoined and forever barred from prosecuting any and all Released Claims (including Unknown Claims) against any person or entity.

C. It is my intent that the Judgment entered by the Court on the Order of Final Approval of the Stipulation of Settlement shall have every preclusive effect permitted by law, and be final and binding, upon me and all Class Members who did not file a timely request to be excluded from the Class, regardless of whether I or such Class Members submit Claim Forms or receive Individual Settlement Amounts.

D. With respect to any and all Released Claims, I stipulate and agree that I have expressly waived the provisions, rights, and benefits of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

I may discover facts in addition to or different from those which I now know or believe to be true with respect to any or all of the Released Claims (including Unknown Claims), but I expressly fully, finally, and forever compromise, release, resolve, relinquish, discharge and settle any and all of the Released Claims (including Unknown Claims), suspected or unsuspected, asserted or not, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including but not limited to conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

E. I acknowledge that the foregoing waiver and release was separately bargained for and is a material element of the Stipulation of Settlement for which this release is a part.

I have read and understand the foregoing releases.

[You must sign and submit this original Claim Form under penalty of perjury, or your claim will be subject to denial.]

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____

SIGNATURE

PRINT FULL NAME